

EXHIBIT A

Bond No. GRM047980

00611 PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Ben F. Blanton Construction, Inc.

(Name of Contractor)

550 Turner Boulevard, St. Peters, MO 63376

(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Duckett Creek Sanitary District

(Name of Owner)

3550 Highway K, O'Fallon, MO, 63368

(Address of Owner)

hereinafter called OWNER and the United States of America acting through Rural Development hereinafter referred to as the Government in the total aggregate penal sum of _____

Three Hundred Forty Two Thousand Two Hundred Seven & 00/100's Dollars (\$ 342,207.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Treatment Plant No. 2 Pump Truck Garage Building

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER or GOVERNMENT, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Duckett Creek Sanitary District

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Performance Bond

PROVIDED, FURTHER that the liability of the PRINCIPAL AND SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided, however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the CONTRACT.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment," wherever used in this BOND, and whether referring to this BOND or the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

"It is a Condition of this Bond that all contract funds are to be released to Northern Escrow, Inc., 1276 South Robert St., West St. Paul, MN 55118; 651-457-9621-voice; 651-457-9930-fax"

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be
(Number)
deemed an original, this the _____ day of _____ 20 .

ATTEST:

Ben F. Blanton Construction, Inc.

Principal

(Principal) Secretary

(SEAL)

By _____(s)

550 Turner Boulevard

St. Peters, MO 63376

(Witness as to Principal)

(Address)

550 Turner Boulevard

(Address)

St. Peters, MO 63376

ATTEST:

Granite Re, Inc.

Surety

By _____

T

Attorney-in-Fact

(Witness to Surety) Andrea McCarthy, Andrew P. Witness

14001 Quailbrook Drive

(Address)

14001 Quailbrook Drive

(Address)

Oklahoma City, OK 73134

Oklahoma City, OK 73134

NOTE:

Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Bond No. GRM047980

00612 PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

Ben F. Blanton Construction, Inc.

(Name of Contractor)

550 Turner Boulevard, St. Peters, MO 63376

(Address of Contractor)

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Granite Re, Inc.

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Duckett Creek Sanitary District (Name
of Owner)

3550 Highway K O'Fallon, MO 63368

(Address of Owner)

hereinafter called OWNER and the United States of America acting through Rural Development hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of Three Hundred Forty Two Thousand Two Hundred Seven & 00/100's Dollars (\$ 342,207.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 20, a copy of which is hereto attached and made a part hereof for the construction of:

Treatment Plant No. 2 Pump Truck Garage Building

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided in such CONTRACT, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

Duckett Creek Sanitary District

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Payment Bond

PROVIDED, FURTHER, that said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment," wherever used in this BOND and whether referring to this BOND, the CONTRACT or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

"It is a Condition of this Bond that all contract funds are to be released to Northern Escrow, Inc., 1276 South Robert St., West St. Paul, MN 55118; 651-457-9621-voice; 651-457-9930-fax"

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be
(Number)

deemed an original, this the _____ day of _____, 20 _____

ATTEST:

(Principal) Secretary

(SEAL)

Ben P. Blanton, Inc.

Principal

By _____ (s)

560 Turner Boulevard, St. Peters, MO 63376

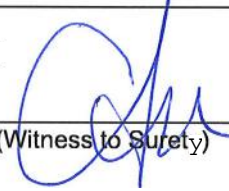
(Witness as to Principal)

(Address)

560 Turner Boulevard, St. Peters, MO 63376

ATTEST:

(Witness to Surety)


Brea McCarthy,
Witness

(Address)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address)

Granite Re, Inc.

A Surety

Attest

P. To

Avery Fat

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Bond No. GRM047980

00613 MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____

Ben F. Blanton Construction, Inc.

(Name of Contractor)

550 Turner Boulevard, St. Peters, MO 63376

(Address of Contractor)

a _____ hereinafter called Principal, and
Corporation
(Corporation, Partnership, or Individual)

Granite Re, Inc.

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Duckett Creek Sanitary District (Name
of Owner)

3550 Highway K, O'Fallon, MO 63368

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Three Hundred Forty Two Thousand Two Hundred Seven & 00/100's Dollars (\$ 342,207.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the _____ day of _____ 20__, the Principal entered into a written agreement with the OWNER, for the construction, reconstruction, or repair of certain public improvements as designated and described in the said agreement; and

Whereas, it was a condition of the contract award by the Owner that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of one (1) year(s) beginning on the date the Owner so accepts said Work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other Contract Documents and shall protect the Owner against all damages, losses and expenses which may occur to Owner, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

Duckett Creek Sanitary District

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Maintenance Bond

"It is a Condition of this Bond that all contract funds are to be released to Northern Escrow, Inc., 1276 South Robert St., West St. Paul, MN 55118; 651-457-9621-voice; 651-457-9930-fax"

IN WITNESS WHEREOF, this instrument is executed in Five (5) counterparts, each one of which shall be
Number

deemed an original, this the _____ day of _____, 20____.

ATTEST:

~~Ben F. Blanton Construction, Inc.~~

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

~~560 Turner Boulevard, St. Peters, MO 63376~~

(Witness as to Principal)

(Address)

~~560 Turner Boulevard, St. Peters, MO 63376~~

(Address)

~~Granite Re, Inc.~~

Surety

ATTEST:


(Witness to Surety) Andrea McCarthy,
Witness

By _____
Andrew P. T

VCme, Inc.

~~14001 Quailbrook Drive, Oklahoma City, OK 73134~~

(Address)

~~14001 Quailbrook Drive, Oklahoma City, OK 73134~~

(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Facts Authority from the Surety Company certified to include the date of the bond.

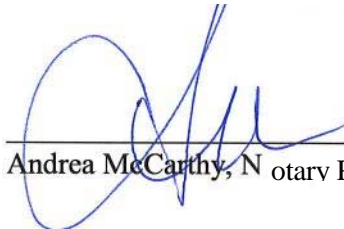
State of Missouri
County of St. Louis

On _____, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

GRANITE RE, INC.

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Andrea McCarthy, Notary Public

ANDREA MCCARTHY
NOTARY PUBLIC NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUL. 30, 2023
ID #15636518

My Commission Expires: _____

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ANDREW P THOME; DANA A. JOHNESSEE; PETER J. MOHS; ASHLEY MILLER; AMANDA L. WILLIAMS; MICHAEL D. WIEDEMEIER; ANDREA MCCARTHY; DONNA ROBSON; MICHELLE WILSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ANDREW P THOME; DANA A. JOHNESSEE; PETER J. MOHS; ASHLEY MILLER; AMANDA L. WILLIAMS; MICHAEL D. WIEDEMEIER; ANDREA MCCARTHY; DONNA ROBSON; MICHELLE WILSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.



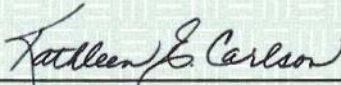
Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.





Notar Public

My Commission Expires:
August 8, 2021
Commission #: 01013257

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
_____ day of _____, 20

Kyle P. McDonald, Secretary/Treasurer

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